

File No. 240085

Committee Item No. 3

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee Date February 28, 2024

Board of Supervisors Meeting Date _____

Cmte Board

- Motion
- Resolution
- Budget and Legislative Analyst Report
- Youth Commission Report
- Introduction Form
- Department/Agency Cover Letter and/or Report
- MOU
- Grant Information Form
- Grant Budget
- Subcontract Budget
- Contract/Agreement

- California Mental Health Services Authority – Joint Exercise of Powers Agreement – 6/10/2010
- California Mental Health Services Authority – Joint Exercise of Powers Agreement – Amendment No. 2 – 7/1/2013

- Form 126 – Ethics Commission
- Award Letter
- Application
- Public Correspondence

OTHER (Use back side if additional space is needed)

- Board Resolution No. 744-05 10/21/2005
- Board Resolution No. 90-08 2/29/2008
- DPH Presentation 2/28/2024
- _____
- _____
- _____
- _____
- _____
- _____

Completed by: Brent Jalipa Date February 22, 2024

Completed by: Brent Jalipa Date _____

1 [Authorization for SFDPH to Continue to Participate in CalMHSA Programs Under a JPA; and
2 Authorizing SFDPH to Execute JPA Participation Agreements Without Further Board
3 Approval]

4 **Resolution authorizing the San Francisco Department of Public Health (“SFDPH”) to**
5 **continue to participate in California Mental Health Services Authority (“CalMHSA”)**
6 **programs under the terms of a Joint Exercise of Powers Agreement (“JPA”);**
7 **authorizing SFDPH to execute JPA participation agreements, approved as to form by**
8 **the San Francisco City Attorney, without further Board of Supervisor’s approval,**
9 **unless otherwise directed by the City Attorney; and to authorize the Director of Health**
10 **to enter into amendments or modifications to the JPA that the Department determines**
11 **that do not materially increase the obligations or liabilities to the City and are**
12 **necessary to effectuate the purposes of the JPA or this Resolution.**

13
14 WHEREAS, In 2005, by Resolution No. 744-05 (File No. 051553), the San Francisco
15 Board of Supervisors authorized the San Francisco Department of Public Health (“SFDPH”) to
16 apply to the State of California for Mental Health Services Act funding (Cal. Code Regs. Title.
17 9, Chapter 14); and

18 WHEREAS, In 2008, by Resolution No. 90-08 (File No. 080122) the San Francisco
19 Board of Supervisors approved Mental Health Services Act Contract No. 07-77338-000 with
20 the California Department of Public Health and designated SFDPH Director of Community
21 Behavioral Health Services to sign the Agreement and any and all amendments in the future,
22 including increases to add other components of the Mental Health Services Act on behalf of
23 SFDPH; and

24 WHEREAS, In 2010, pursuant to Resolution No. 90-08 (File No. 080122), SFDPH
25 successfully applied for membership to add the California Mental Health Services Authority

1 (“CalMHSA”) Joint Powers Authority component of the Mental Health Services Act; and the
2 SFDPH Director of Community Behavioral Health Services executed the Joint Exercise of
3 Powers Agreement (“JPA”) with CalMHSA, for programs including but not limited to:

- 4 a) Addressing suicide prevention;
- 5 b) Ethnic and cultural outreach;
- 6 c) Stigma and discrimination reduction related to mental illness;
- 7 d) Student mental health and workforce training and education;
- 8 e) Training, technical assistance, and capacity building; and

9 WHEREAS, In July 2013, pursuant to Resolution No. 90-08 (File No. 080122), the
10 SFDPH Director of Community Behavioral Health Services executed a restatement of the JPA
11 to add programs, including but not limited to:

- 12 a) Prevention and early intervention services under the Mental Health Services Act;
- 13 b) Contract negotiation with the State or other providers of mental hospital beds
14 and similar related services;
- 15 c) Contract negotiation with the State or Federal government for the administration
16 of mental health services, programs, or activities, including but not limited to the
17 Drug Medi-Cal Treatment Program, managed mental health care, and the
18 delivery of specialty mental health services;
- 19 d) Operation of program risk pools;
- 20 e) Any other similar or related fiscal or administrative services that would be of
21 value to Members such as group purchasing, contract management research
22 and development, data management, maintenance of a research depository,
23 training, technical assistance, capacity building, education, and training;
- 24 f) Research, development, and execution of any appropriate policy requests from
25 the California State Association of Counties or its affiliates; and

1 WHEREAS, Under the JPA, SFDPH has participated in the following CalMHSA
2 programs, with some programs receiving Board of Supervisors approval and some programs
3 not:

- 4 a) Behavioral Health Quality Improvement Program;
- 5 b) State Hospital Beds Program;
- 6 c) Prevention and Early Intervention Program;
- 7 d) Greater Bay Area Workforce Education and Training Program;
- 8 e) Tech Suite Mental Health Services Act Program, with San Francisco Board of
9 Supervisors Approval by Resolution No. 272-19 (File No. 190487), as modified
10 by Resolution No. 291-21 (File No. 200371);
- 11 f) Inter-Member Transfer/Presumptive Transfer Program, with San Francisco
12 Board of Supervisors Approval by Resolution No. 257-18 (File No. 180592);
- 13 g) Behavioral Health Workforces Program; and

14 WHEREAS, SFDPH seeks continued authorization to participate in CalMHSA Mental
15 Health Services Act programs offered under the JPA, understanding that the JPA includes the
16 following provisions:

- 17 a) The JPA term is remaining in full force and effect until terminated by the SFDPH
18 in accordance with the JPA;
- 19 b) The JPA calls for binding or non-binding arbitration as a part of dispute
20 resolution, as mutually agreed by the parties;
- 21 c) CalMHSA Board members, Officers, committee members, and advisors shall not
22 be liable for any mistake of judgment or action made; and

23 WHEREAS, In order to ensure consistent program administration by SFDPH under the
24 JPA, SFDPH also seeks authority to participate in any program currently, or in the future,
25

1 offered by CalMHSA under the JPA, as the JPA may be amended from time to time, on the
2 following conditions:

- 3 a) Any new participation agreement may be executed on SFDPH's behalf by the
4 SFDPH Director of Health or their designee;
- 5 b) Any new participation agreement must be approved as to form by the San
6 Francisco City Attorney's Office;
- 7 c) No further approval by the San Francisco Board of Supervisors is required for
8 SFDPH's execution of any new participation agreement, unless directed by the
9 San Francisco City Attorney's Office, or as otherwise required by San Francisco
10 Charter, Section 9.118; and

11 WHEREAS, Continued participation in CalMHSA Mental Health Services Act programs
12 under the JPA serves the City's best interests by enabling SFDPH to join pooled Mental
13 Health Services Act resources, forge partnerships, leverage technical expertise intended to
14 transform community mental health, create cross-county innovations, and address equity to
15 better meet the needs of the City's most vulnerable populations; now, therefore, be it

16 RESOLVED, That the Board of Supervisors hereby authorizes the Director of Health to
17 continue to participate in CalMHSA programs offered under the JPA; and, be it

18 FURTHER RESOLVED, That the JPA may include the following provisions:

- 19 a) The JPA term is remaining in full force and effect until terminated by the SFDPH
20 or CalMHSA in accordance with the JPA;
- 21 b) The JPA calls for binding or non-binding arbitration as a part of dispute
22 resolution, as mutually agreed by the parties;
- 23 c) CalMHSA Board members, Officers, committee members, and advisors shall not
24 be liable for any mistake of judgment or action made; and, be it
25

1 FURTHER RESOLVED, That any new participation agreement may be executed on
2 the City's behalf by the SFDPH Director of Health or their designee, subject to approval as to
3 form by the San Francisco City Attorney's Office; and, be it

4 FURTHER RESOLVED, That no additional approval by the San Francisco Board of
5 Supervisors is required for SFDPH's execution of any new CalMHSA participation agreement,
6 unless directed by the San Francisco City Attorney's Office, or as otherwise required by San
7 Francisco Charter, Section 9.118; and, be it

8 FURTHER RESOLVED, That the Board of Supervisors hereby authorizes the Director
9 of Health to enter into any amendments or modifications to the JPA that the Department
10 determines, in consultation with the City Attorney, are in the best interests of the City, do not
11 otherwise materially increase the obligations or liabilities of the City, are necessary or
12 advisable to effectuate the purposes of the JPA, and are in compliance with all applicable
13 laws.

14
15 RECOMMENDED

16
17 _____ /s/

18 Dr. Grant Colfax

19 Director of Health

CaMHSA Joint Powers Agreement

BOS Budget & Finance Committee

Marlo Simmons, Deputy Director, Behavioral Health Services
February 28, 2024



SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH

Overview of CalMHSA



The California Mental Health Services Authority (CalMHSA) is a Joint Powers of Authority (JPA) formed in 2009 by counties throughout the state to work on **collaborative, multi-county projects that improve behavioral health care** for all Californians.

By pooling resources, forging partnerships, and leveraging technical expertise on behalf of counties, **CalMHSA develops strategies and programs** with an eye toward **transforming community mental health; creates cross-county innovations;** and is **dedicated to addressing equity** to better meet the needs of the most vulnerable populations.

As a JPA, CalMHSA is not a state agency but is held to many of the same standards as other public entities.

SFDPH and CalMHSA Partnerships under JPA



Examples:

- Inter-member Transfer/Presumptive Transfer Program
 - Cross-county foster youth support program
- Behavioral Health Workforces Program
 - Peer certification program
- Behavioral Health Quality Improvement Program
 - Consultation for counties participating in state's Behavioral Health Quality Improvement Program
- Tech Suite Mental Health Services Act Program (see File No. 190487)
 - Warm-line chats using new technology

Joint Exercise of Powers Agreement (JPA)



- **Proposed updates to the JPA:**
 - **No further approval by the Board of Supervisors is required for SFDPH's execution of any new participation agreement, unless direct by City Attorney's Office, or as otherwise required by SF Charter Section 9.118**
- **Previously approved updates to the JPA:**
 - The JPA term will remain in full force and effect until terminated by SFDPH
 - The JPA calls for binding or non-binding arbitration as a part of dispute resolution
 - CalMHSA Board Members, Officers, committee members, and advisors shall not be liable for any mistake of judgment or action made
- **Background of the JPA:**
 - SFDPH has had this agreement in place since 2013

Improved Processes



Outcomes of the proposed JPA for SFDPH:

- Streamlined contracting processes for smaller-scale projects
- Access to pooled Mental Health Services Act resources and technical expertise
- Cross-county innovations
- Equity focus

DPH respectfully requests approval of this item.

Thank you!

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
JOINT EXERCISE OF POWERS AGREEMENT

This **Agreement** is executed in the State of California by and among those **Members**, organized and existing under the Constitution of the State of California, which are parties signatory to this **Agreement**. All such **Members** shall be listed in Appendix A, which shall be attached hereto and made a part hereof.

RECITALS

WHEREAS, Article 1, Chapter 5, Division 7, Title 1 of the California **Government Code** (the "Joint Exercise of Powers Act," **Government Code** section 6500 *et seq.*) permits two or more public agencies by **Agreement** to exercise jointly powers common to the contracting parties; and

WHEREAS, Division 5 of the California Welfare and Institutions Code authorizes and directs California counties to obtain and administer public funds for, and to provide certain community mental health services to persons residing within said counties and cities; and

WHEREAS, in the November 2004 general election, the People of the State of California enacted Proposition 63, the Mental Health Services Act, which added certain provisions to the California Welfare and Institutions Code and to the California Revenue and Taxation Code, for the purpose of raising additional revenues and distribution of those revenues to California counties for use in providing expanded services in preventing, detecting, and treating mental illness among persons in their communities, and other mental health sections of the Welfare and Institutions Code;

WHEREAS, the **Members** executing this **Agreement** desire to join together for the purpose of jointly exercising their powers under some or all of the statutes referenced above.

NOW THEREFORE, the parties agree as follows:

ARTICLE 1
PURPOSES

This **Agreement** is entered into by the **Members** in order to jointly develop, and fund mental health services and education **Programs** as determined on a regional, statewide, or other basis. Such **Programs** may include, but are not limited to, the following:

- (a) Addressing suicide prevention.
- (b) Ethnic and cultural outreach.
- (c) Stigma and discrimination reduction related to mental illness.
- (d) Student mental health and workforce training and education.
- (e) Training, technical assistance, and capacity building.
- (f) The provision of necessary administrative services. Such administrative services may include, but shall not be limited to, establishing a depository for research materials and information regarding “best practices.”

It shall be the intent of the **Authority** that all such **Programs** are fiscally self-contained requiring no additional funding from **Members**. Accordingly, no **Member** shall be obligated to fund the **Authority** or any **Program** in an amount greater than the amount to which the **Member** has previously agreed. The indirect costs to operate the **Authority** shall be allocated to each of the **Programs** operated by the **Authority** as directed by its **Members**.

ARTICLE 2

PARTIES TO THE AGREEMENT

Each **Member**, as a party to this **Agreement**, certifies that it intends to and does contract with all other **Members** as parties to this **Agreement** and, with such other **Members** as may later be added as parties to this **Agreement**. Each **Member** also certifies that the withdrawal, expulsion, or other removal of any party from this **Agreement** shall not terminate this **Agreement** or the **Member's** obligations hereunder.

ARTICLE 3

CREATION OF THE AUTHORITY

Pursuant to the Joint Powers Act, there is hereby created a public entity separate and apart from the parties, hereto, to be known as the California Mental Health Services Authority, with such powers as are hereinafter set forth.

Pursuant to the Government Code, Section 6508.1, the assets, debts, liabilities, and obligations of the **Authority** shall not constitute assets, debts, liabilities, or obligations of any party to this **Agreement**. However, a party to the Agreement may separately contract for, or assume responsibility for, specific debts, liabilities, or obligations of the **Authority**.

ARTICLE 4

POWERS OF THE AUTHORITY

The **Authority** shall have all of the powers common to General Law counties in California and all additional powers set forth in the Article 1, Chapter 5, Division 7, Title 1 of the California **Government Code** (beginning with Section 6500), and is hereby authorized to do all

acts necessary for the exercise of said powers. Such powers include, but are not limited to, the following:

- (a) To make and enter into contracts.
- (b) To incur debts, liabilities, and obligations.
- (c) To acquire, hold, or dispose of property, contributions and donations of property, funds, services, and other forms of assistance from persons, firms, corporations, and government entities.
- (d) To sue and be sued in its own name, and to settle any claim against it.
- (e) To receive and use contributions and advances from **Members** as provided in **Government Code** Section 6504, including contributions or advances of personnel, equipment, or property.
- (f) To invest any money in its treasury that is not required for its immediate necessities, pursuant to **Government Code** Section 6509.5.
- (g) To carry out all provisions of this **Agreement**.
- (h) To define fiscal and **Program** participation and withdrawal provisions of **Members**.
- (i) Said powers shall be exercised pursuant to the terms hereof and in the manner provided by law.

ARTICLE 5

TERM OF THE AGREEMENT

This **Agreement** shall become effective on July 1, 2009. This Agreement shall continue in effect until lawfully terminated as provided herein and in Bylaws.

ARTICLE 6

BOARD OF DIRECTORS

The **Authority** shall be governed by the **Board of Directors**, which shall be composed of the local county or city mental health director from each **Member**, appointed or designated, and acknowledged in writing, by the **Member** governing body and serving at the pleasure of that body. Each director shall also designate an alternate director who shall have the authority to attend, participate in and vote at any meeting of the **Board** when the director is absent. A Director or alternate director, upon termination of office or employment with the county, shall automatically terminate membership on the **Board**.

To adhere to the regulations of the Fair Political Practices Commission (Title 2, Division 6, California Code of Regulations), each Director and alternate shall file with the **Authority** the required Fair Political Practices Commission (FPPC) forms upon assuming office, during office, and upon termination of office.

Any vacancy in a director position shall be filled by the appointing governing body, subject to the provisions of this Article.

The presence of a majority of the membership of the Board shall constitute a quorum for the transaction of business. Following the establishment of a quorum, measures may normally be passed by a simple majority of **Members** present and voting. As to an action that affects only one of the **Authority's Programs**, only those **Members** who represent counties participating in that **Program** will be counted in determining whether there is a quorum and whether there is approval by a majority.

Notwithstanding the preceding paragraph, upon the motion of any Board **Member**, seconded by another, passage of a measure by the Board will require approval through a weighted voting procedure. For weighted voting purposes there shall be a total of 75 votes. Each **Member** shall have one vote. The remaining votes shall be allocated among the **Members** based on the most recent census. This calculation shall be performed and reviewed annually in June, prior to the next fiscal year. Any weighted vote will be a roll call vote. Weighted votes must be cast in whole by the voting county and may not be split.

At any meeting at which a quorum is initially present, the **Board** may continue to transact business notwithstanding the withdrawal of enough **Members** to leave less than a quorum, provided that each action is approved by at least a majority of the number required to constitute a quorum, and is taken subject to the above-stated proviso concerning actions restricted to one **Program** and to special voting requirements, if any, stated elsewhere in this **Agreement**.

ARTICLE 7

ACCOUNTS AND RECORDS

- (a) Annual Budget. The **Authority** shall annually adopt an operating budget which shall include a separate budget for each **Program** under development or adopted and implemented by the **Authority**.
- (b) Funds and Accounts. The **Authority** shall establish and maintain such funds and accounts as may be required by Generally Accepted Accounting Principles, or by any provision of law or any resolution of the **Authority**. Books and

records of the **Authority** shall be open to inspection at all reasonable times by authorized representatives of **Members**. Additionally, the **Authority** shall adhere to the standard of strict accountability for funds set forth in **Government Code** Section 6505.

- (c) Annual Audit. Pursuant to **Government Code** Section 6505, the **Authority** shall either make or contract with a certified public accountant to make an annual **Fiscal Year** audit of all accounts and records of the **Authority**, conforming in all respects with the requirements of that section. By unanimous request of the Board, the audit may be biennial as permitted by Government Code section 6505, subdivision (f). A report of the audit shall be filed as a public record with each of the **Members** and also with the county auditor of the county where the home office of the **Authority** is located and shall be sent to any public agency or person in California that submits a written request to the **Authority**. The report shall be filed within twelve months of the end of the **Fiscal Year** or years under examination. Costs of the audit shall be considered a general expense of the **Authority**.

ARTICLE 8

RESPONSIBILITIES FOR FUNDS AND PROPERTY

The Treasurer of the **Board** shall have the custody of and disburse the **Authority's** funds. He or she may delegate disbursing authority to such persons as may be authorized by the **Board** of Directors to perform that function, subject to the requirements of (b) below.

Pursuant to **Government Code** Section 6505.5, the Treasurer of the **Board** shall:

- (a) Receive and acknowledge receipt for all funds of the **Authority** and place them in the treasury so designated by the Treasurer of the **Board** to the credit of the **Authority**.
- (b) Be responsible upon his or her official bond for the safekeeping and disbursements of all **Authority** funds so held by him or her.
- (c) Be responsible for oversight of payment, when due, out of money of the **Authority** so held, all sums payable by the **Authority**. The **Board** of Directors may delegate authority to anybody or person to make such payments from **Authority** funds.
- (d) Verify and report in writing to the **Authority** and to **Members**, as of the first day of each quarter of the **Fiscal Year**, the amount of money then held for the **Authority**, the amount of receipts since the last report, and the amount paid out since the last report.

Pursuant to **Government Code** Section 6505.1, the **Authority** shall designate the public office or officers or person(s) who shall have charge of, handle, and have access to the property of the **Authority** and shall require such officer(s) or person(s) to file an official bond in amount fixed by the contracting parties.

ARTICLE 9

WITHDRAWAL

- a) A **Member** may withdraw as a party to this **Agreement** upon written notice no later than December 31 of the **Fiscal Year**, effective the end of the **Fiscal Year**, to the **Authority** if it has never become a participant in any **Program**

or if it has previously withdrawn from all **Programs** in which it was a participant.

- b) **A Member** Withdrawal from **Programs** will be defined in the specific **Program** Bylaws.

ARTICLE 10

EXPULSION

Notwithstanding the provisions of Article 8, the **Board** of Directors may:

- (a) Expel any **Member** from this **Agreement** and membership in the **Authority**, on a two-thirds (2/3) vote of the **Board Members** present and voting. Such action shall have the effect of terminating the **Member's** participation in all **Programs** of the **Authority** as of the date that its membership is terminated.
- (b) Expel any **Member** from participation in a **Program** of the **Authority**, without expelling the **Member** from the **Authority** or participation in other **Programs**, on a majority vote of the **Board Members** present and voting who represent participants in the **Program**.

The **Board** shall give sixty (60) days advance written notice of the effective date for any expulsion under the foregoing provisions. Upon such effective date, the **Member** shall be treated the same as if it had voluntarily withdrawn from this **Agreement**, or from the **Program**, as the case may be.

ARTICLE 11

EFFECT OF WITHDRAWAL OR EXPULSION

Except as provided below, a **Member** who withdraws or is expelled from this **Agreement** and membership in the **Authority**, or from any **Program** of the **Authority**, shall not

be entitled to the return of any payment to the **Authority**, or of any property contributed to the **Authority**.

A **Member** that has withdrawn from a **Program** pursuant to Article 9 or that has been expelled from a **Program** pursuant to Article 10 shall be obligated for its prorata share of expenses incurred during the **Member's** participation in any **Program**, including any expenses unavoidably incurred thereafter. The **Authority** will return any contribution made by the **Member** that exceeds the expenses allocated to that **Member**.

In the event of termination of this **Agreement**, a withdrawn or expelled **Member** may share in the distribution of assets of the **Authority** to the extent provided in Article 12.

ARTICLE 12

TERMINATION AND DISTRIBUTION OF ASSETS

A two-thirds vote of the total voting membership of the **Authority**, consisting of **Members**, acting through their governing bodies and the voting **Board Members** from the **Member** public entities, is required to terminate this **Agreement**; provided, however, that this **Agreement** and the **Authority** shall continue to exist after such election for the purpose of disposing of all claims, distributing all assets, and performing all other functions necessary to conclude the affairs of the **Authority**.

Upon termination of this **Agreement**, all assets of the **Authority** in each **Program** shall be distributed among those **Members** who participated in that **Program** in proportion to their cash contributions and property contributed (at market value when contributed). The **Board** of Directors shall determine such distribution within six (6) months after disposal of the last pending claim or other liability covered by the **Program**.

ARTICLE 13

LIABILITY OF BOARD OF DIRECTORS, OFFICER, COMMITTEE MEMBERS AND ADVISORS

The **Members** of the **Board** of Directors, Officers, committee members and advisors to any **Board** or committees of the **Authority** shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this **Agreement**. They shall not be liable for any mistake of judgment or any other action made, taken or omitted by them in good faith, nor for any action taken or omitted by the agent, employee or independent contractor selected with reasonable care, nor for loss incurred through investment of **Authority** funds, or failure to invest.

No Director, Officer, committee member or advisor to any **Board** member, Officer or committee member shall be responsible for any action taken or omitted by any other Director, Officer, committee member, or advisor to any committee. No Director, Officer, committee member or advisor to any committees shall be required to give a bond or other security to guarantee the faithful performance of their duties pursuant to this **Agreement**.

The funds of the **Authority** shall be used to defend, indemnify and hold harmless the **Authority** and any Director, Officer, committee member or advisor to any committee for their actions taken within the scope of the **Authority**. Nothing herein shall limit the right of the **Authority** to purchase insurance to provide such coverage as is hereinabove set forth.

ARTICLE 14

BYLAWS

The **Board** shall adopt Bylaws consistent with this **Agreement** which shall provide for the administration and management of the **Authority**.

ARTICLE 15

NOTICES

The **Authority** shall address notices, billings and other communications to a **Member** as directed by the **Member**. Each **Member** shall provide the **Authority** with the address to which communications are to be sent. **Members** shall address notices and other communications to the **Authority** to the Executive Director of the **Authority**, at the office address of the **Authority** as set for in the Bylaws.

ARTICLE 16

AMENDMENT

A two-thirds vote of the total voting membership of the **Authority**, consisting of **Members**, acting through their governing bodies, is required to amend this **Agreement**.

ARTICLE 17

PROHIBITION AGAINST ASSIGNMENT

No **Member** may assign any right, claim or interest it may have under this **Agreement**, and no creditor, assignee or third party beneficiary of any **Member** shall have any right, claim or title to any part, share, interest, fund, or asset of the **Authority**.

ARTICLE 18

EFFECTIVE DATE OF THE AMENDMENTS

Any duly-adopted amendment to this **Agreement** shall become effective upon the date specified by the **Board** and upon approval of any amended **Agreement** as required in Article 15. Approval of any amendment by the voting governing body of the **Members** must take place no later than 60 days following the effective date specified by the **Board**.

ARTICLE 19

DISPUTE RESOLUTION

When a dispute arises between the **Authority** and the **Member**, the following procedures are to be followed:

- (a) Request for Reconsideration. The **Member** will make a written request to the **Authority** for the appropriate committee to reconsider their position, citing the arguments in favor of the **Member** and any applicable case law that applies. The **Member** can also request a personal presentation to the governing body, if it so desires.
- (b) Committee Appeal. The committee responsible for the **Program** having jurisdiction over the decision in question will review the matter and reconsider the **Authority's** position. This committee appeal process is an opportunity for both sides to discuss and substantiate their positions based upon legal arguments and the most complete information available. If the **Member** requesting reconsideration is represented on the committee having jurisdiction, the committee member shall be deemed to have a conflict and shall be excluded from any vote.
- (c) **Executive Committee** Appeal. If the **Member** is not satisfied with the outcome of the committee appeal, the matter will be brought to the **Executive Committee** for reconsideration upon request of the **Member**. If the **Member** requesting reconsideration is represented on the **Executive Committee**, that **Executive Committee** member shall be deemed to have a conflict and shall be excluded from any vote.
- (d) Arbitration. If the **Member** is not satisfied with the outcome of the **Executive Committee** appeal, the next step in the appeal process is arbitration. The arbitration, whether binding or non-binding, is to be mutually agreed upon by the parties. The matter will be submitted to a mutually agreed arbitrator or panel of arbitrators for the determination. If binding arbitration is selected, then of course the decision of the arbitrator is final, and both sides agree to abide by the decision of the arbitrator. The cost of arbitration will be shared equally by the involved **Member** of the **Authority**.

(e) Litigation. If, after the following the dispute resolution procedures above either party is not satisfied with the outcome of the non-binding arbitration process, either party may consider litigation as possible means of seeking a remedy to the dispute.

ARTICLE 20

DEFINITIONS

“**Agreement**” shall mean the Joint Powers **Agreement** of the California Mental Health Services **Authority**”

“**Authority**” shall mean the California Mental Health Services **Authority** created by this **Agreement**.

“**Board of Directors**” or “**Board**” shall mean the governing body of the **Authority**.

Authority “**Fiscal Year**” shall mean that period of twelve months which is established by the **Board** of Directors as the **Fiscal Year** of the **Authority**.

“**Government Code**” shall mean the California **Government Code**.

“**Executive Committee**” shall be defined by the bylaws, as to composition, powers, and terms.

“**Joint Powers Act**” shall mean the Joint Exercise of Powers Act, set forth at Article 1, Chapter 5, Division 7, Title 1 (commencing with section 6500) of the **Government Code**.

“**Member**” shall mean any county or city which, through the membership of its Director of Mental Health as appointed by the governing body (pursuant to Welfare & Institutions Code Section 5751) has executed this **Agreement** and become a **Member** of the **Authority**.

“**Program**” shall mean the mental health initiatives, but not limited to, that are described in this **Agreement**. The **Board** of Directors or the **Executive Committee** may determine applicable criteria for determining **Member’s** eligibility in any **Program**, as well as establishing **Program** policies and procedures.

ARTICLE 21
AGREEMENT COMPLETE

This **Agreement** constitutes the full and complete **Agreement** of the parties.

_____ Allan Rawland San Bernardino County	_____ Date	_____ Glenda Lingenfelter, RN Solano County	_____ Date
_____ Dr. Wayne Clark Monterey County	_____ Date	_____ Edmond Smith Colusa County	_____ Date
_____ Dr. Karen Baylor San Luis Obispo County	_____ Date	_____ Denise Hunt Stanislaus County	_____ Date
_____ Brad Luz Sutter/Yuba County	_____ Date	_____ Michael Kennedy Sonoma County	_____ Date
_____ Marvin J. Southard Los Angeles County	_____ Date	_____ Noel O'Neill Trinity County	_____ Date
_____ Ann Robin, MFT Butte County	_____ Date	_____ Leslie Tremaine Santa Cruz County	_____ Date
_____ Scott Gruendl Glenn County	_____ Date		
_____ Karen Stockton Modoc County	_____ Date		
_____ Maureen Bauman Placer County	_____ Date		
_____ Mary Ann Bennett Sacramento County	_____ Date		

APPENDIX A

**CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
BOARD OF DIRECTORS AND MEMBER LISTING**

San Bernardino County

Mr. Allan Rawland, ACSW, MSW – President

Behavioral Health Director

Southern Region

268 West Hospitality Lane, Suite 400

San Bernardino, CA 92415

Phone: (909) 382-3133

Fax: (909) 382-3105

Monterey County

Dr. Wayne Clark, PhD – Vice President and

Bay Area Representative

Director - Monterey County Behavioral Health

Bay Area Region

1270 Natividad Road

Salinas, CA 93906-3198

Phone: (831) 755-4509

Fax: (831) 755-4980

Placer County

Maureen Bauman, LCSW - Secretary

Director - Placer County Adult System of Care

Central Region

11512 B Avenue

Auburn, CA 95603

Phone: (530) 889-7256

Fax: (530) 886-1810

San Luis Obispo

Dr. Karen Baylor, PhD, MFT – Treasurer

Behavioral Health Administrator – San Luis

Obispo Behavioral Health Department

Southern Region

2180 Johnson Ave

San Luis Obispo, CA 93401

Phone: (805) 781-4734

Fax: (805) 781-1273

Butte County

Anne Robin, MFT

Director - Butte County Behavioral Health

Superior Region

107 Parmac Road, Suite 4

Chico, CA 95926

Phone: (530) 891-2850

Fax: (530) 895-6549

Modoc County

Karen Stockton, PhD

Director - Modoc County Mental Health
Services

Superior Region

441 North Main Street

Alturas, CA 96101

Phone: (530) 233-6312

Fax: (530) 233-6339

Sacramento County

Mary Ann Bennett

Deputy Director – Department of Health
and Human Services

Central Region

7001-A East Parkway, Suite 400

Sacramento, CA 95823

Phone: (916) 875-9904

Fax: (916) 875-6970

Santa Cruz County

Leslie Tremaine, EdD

Santa Cruz County Mental Health Director

– Santa Cruz County Behavioral Health

Bay Area Region

1400 Emeline Avenue

Santa Cruz, CA 95060

Phone: (831) 454-4931

Fax: (831) 454-4663

Solano County

Glenda Lingenfelter, RN

Interim Mental Health Director – Solano

County Mental Health Division

Bay Area Region

275 Beck Avenue, MS 5-250

Fairfield, CA 94533

Phone: (707) 784-8320

Fax: (707) 421-6619

Sonoma County

Michael Kennedy, MFT

Director - Sonoma County Mental Health

Bay Area Region

3322 Chanate Road

Santa Rosa, CA 95404

Phone: (707) 565-5157

Fax: (707) 565-4892

Colusa County

Edmond Smith

Interim Mental Health Director
Colusa County Department of Behavioral Health

Superior Region

162 E. Carson Street, Suite A

Colusa, CA 95932

Phone: (530) 458-0822

Fax: (530) 458-7751

Glenn County

Scott Gruendl, MPA

Director - Glenn County Health Services Agency

Superior Region

242 North Villa Avenue

Willows, CA 95988

Phone: (530) 934-6582

Fax: (530) 934-6592

Email:

Los Angeles County

Marvin J. Southard, DSW

Director of Mental Health – Los Angeles County
Mental Health

550 S. Vermont Avenue, 12th Floor

Los Angeles, CA 90020

Phone: (213) 738-4601

Fax: (213) 386-1297

Stanislaus County

**Ms. Denise Hunt, MFT – Central Area
Representative**

Director – Stanislaus County Behavioral
Health and Recovery Services

Central Region

800 Scenic Drive

Modesto, CA 95250

Phone: (209) 525-7442

Fax: (209) 525-6291

Sutter/Yuba County

**Brad Luz, Ph.D., Board of Director
Member**

Deputy Mental Health Director -

Sutter/Yuba Mental Health Services

Central Region

1965 Live Oak Blvd.

Yuba City, CA 95992

Phone: (530) 822-7200

Fax: (530) 822-7627

Trinity County

Noel O'Neill, LMFT

Director - Trinity County Behavioral
Health

Superior Region

1450 Main Street

Weaverville, CA 96093

Phone: (530) 623-1362

Fax: (530) 623-1447

SECOND AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY

FILE COPY

This **Agreement** is executed in the State of California by and among those **Members**, organized and existing under the Constitution of the State of California, which are parties signatory to this **Agreement**. All such **Members** shall be listed in Appendix A, which shall be attached hereto and made a part hereof.

RECITALS

WHEREAS, Article 1, Chapter 5, Division 7, Title 1 of the California **Government Code** (the "Joint Exercise of Powers Act," **Government Code** section 6500 *et seq.*) permits two or more public agencies by **Agreement** to exercise jointly powers common to the contracting parties; and

WHEREAS, various provisions of the California Welfare and Institutions Code allow California counties to jointly conduct or administer mental and/or behavioral health programs; and

WHEREAS, counties are authorized to jointly contract for state hospital beds (WIC § 4330 *et seq.*); and

WHEREAS, Division 5 of the Welfare and Institutions Code authorizes counties to jointly implement various mental health services governed by that division (including but not limited to §5600 *et seq.*, §5800 *et seq.*, §5840 *et seq.* and §5850 *et seq.*); and

WHEREAS, Chapter 6.3 of Division 3 of Title 3 of the Government Code authorizes joint county contracts with the state for administration of programs, services, or activities including the Drug Medi-Cal Treatment Program (GC §30029.7); and

WHEREAS, Division 9 of the Welfare and Institutions Code (including but not limited to WIC §14712) authorizes joint county implementation of managed mental health care for Medi-Cal beneficiaries and joint county delivery of specialty mental health services; and

WHEREAS, statewide program risk pools for mental health plan (MHP) services are authorized under Division 9 of the Welfare and Institutions Code (including but not limited to WIC § 14718); and

WHEREAS, the **Members** executing this **Agreement** desire to join together for the purpose of jointly exercising their powers under any or all of the statutes referenced above, or any other statute governing county provision of mental and/or behavioral health programs, services or activities.

NOW THEREFORE, the parties agree as follows:

ARTICLE 1

PURPOSES

This **Agreement** is entered into by the **Members** in order to create a separate public entity to provide administrative and fiscal services in support of the Members' Mental/Behavioral Health Departments acting alone or in collaboration with other such Departments, which may include operation of Programs to:

- (a) Administer prevention and early intervention services under the Mental Health Services Act;
- (b) Contract and/or negotiate with the State or other providers of mental hospital beds and similar or related services;
- (c) Contract and/or negotiate with the State or federal government for administration of mental health services, programs or activities including but not limited to the Drug Medi-Cal Treatment Program, managed mental health care, delivery of specialty mental health services;
- (d) Operate program risk pools;
- (e) Provide any other similar or related fiscal or administrative services that would be of value to Members such as group purchasing, contract management,

research and development, data management, maintenance of a research depository, training, technical assistance, capacity building, education and training; and

- (f) Research, develop, and execute any appropriate policy requests from the the California State Association of Counties ("CSAC") or its affiliates.

It shall be the intent of the **Authority** that all such **Programs** are fiscally self-contained requiring no additional funding from **Members**. Accordingly, no **Member** shall be obligated to fund the **Authority** or any **Program** in an amount greater than the amount to which the **Member** has previously agreed. The indirect costs to operate the **Authority** shall be allocated to each of the **Programs** operated by the **Authority** as directed by its **Members**.

ARTICLE 2 PARTIES TO THE AGREEMENT

Each **Member**, as a party to this **Agreement**, certifies that it intends to and does contract with all other **Members** as parties to this **Agreement** and, with such other **Members** as may later be added as parties to this **Agreement**. Each **Member** also certifies that the withdrawal, expulsion, or other removal of any party from this **Agreement** shall not terminate this **Agreement** or the **Member's** obligations hereunder.

ARTICLE 3 CREATION OF THE AUTHORITY

Pursuant to the Joint Powers Act, there is hereby created a public entity separate and apart from the parties, hereto, to be known as the California Mental Health Services Authority, with such powers as are hereinafter set forth.

Pursuant to the Government Code, Section 6508.1, the assets, debts, liabilities, and obligations of the **Authority** shall not constitute assets, debts, liabilities, or obligations of any

party to this **Agreement**. However, a party to the Agreement may separately contract for, or assume responsibility for, specific debts, liabilities, or obligations of the **Authority**.

ARTICLE 4

POWERS OF THE AUTHORITY

The **Authority** shall have all of the powers common to General Law counties in California and all additional powers set forth in the Article 1, Chapter 5, Division 7, Title 1 of the California **Government Code** (beginning with Section 6500), and is hereby authorized to do all acts necessary for the exercise of said powers. Such powers include, but are not limited to, the following:

- (a) To make and enter into contracts.
- (b) To incur debts, liabilities, and obligations.
- (c) To acquire, hold, or dispose of property, contributions and donations of property, funds, services, and other forms of assistance from persons, firms, corporations, and government entities.
- (d) To sue and be sued in its own name, and to settle any claim against it.
- (e) To receive and use contributions and advances from **Members** as provided in **Government Code** Section 6504, including contributions or advances of personnel, equipment, or property.
- (f) To invest any money in its treasury that is not required for its immediate necessities, pursuant to **Government Code** Section 6509.5.
- (g) To carry out all provisions of this **Agreement**.
- (h) To define fiscal and **Program** participation and withdrawal provisions of **Members**.
- (i) Said powers shall be exercised pursuant to the terms hereof and in the manner provided by law.

ARTICLE 5
TERM OF THE AGREEMENT

This **Agreement** shall become effective on July 1, 2009. This Agreement shall continue in effect until lawfully terminated as provided herein and in Bylaws.

ARTICLE 6
BOARD OF DIRECTORS

The **Authority** shall be governed by the **Board of Directors**, which shall be composed of the local county or city mental health director from each **Member**, appointed or designated, and acknowledged in writing, by the **Member** governing body and serving at the pleasure of that body. Each director shall also designate an alternate director who shall have the authority to attend, participate in and vote at any meeting of the **Board** when the director is absent. A Director or alternate director, upon termination of office or employment with the county, shall automatically terminate membership on the **Board**.

The **Board** shall exercise all powers and conduct all business of the **Authority**, either directly or by delegation except to the extent prohibited by this **Agreement**, the Bylaws, or applicable law.

The **Board** shall elect officers, consisting of a president, vice-president, treasurer, and secretary, according to procedures specified in Bylaws. The **Board** may create committees, including an **Executive Committee**, consistent with the procedures set forth in Bylaws.

To adhere to the regulations of the Fair Political Practices Commission (Title 2, Division 6, California Code of Regulations), each Director and alternate shall file with the **Authority** the required Fair Political Practices Commission (FPPC) forms upon assuming office, during office, and upon termination of office.

Any vacancy in a director position shall be filled by the appointing governing body, subject to the provisions of this Article.

The presence of a majority of the membership of the Board shall constitute a quorum for the transaction of business. Following the establishment of a quorum, measures may normally be passed by a simple majority of **Members** present and voting. As to an action that affects only one of the **Authority's Programs**, only those **Members** who represent counties participating in that **Program** will be counted in determining whether there is a quorum and whether there is approval by a majority.

Notwithstanding the preceding paragraph, upon the motion of any Board **Member**, seconded by another, passage of a measure by the Board will require approval through a weighted voting procedure. For weighted voting purposes there shall be a total of 75 votes. Each **Member** shall have one vote. The remaining votes shall be allocated among the **Members** based on the most recent census. This calculation shall be performed and reviewed annually in June, prior to the next fiscal year. Any weighted vote will be a roll call vote. Weighted votes must be cast in whole by the voting county and may not be split.

At any meeting at which a quorum is initially present, the **Board** may continue to transact business notwithstanding the withdrawal of enough **Members** to leave less than a quorum, provided that each action is approved by at least a majority of the number required to constitute a quorum, and is taken subject to the above-stated proviso concerning actions restricted to one **Program** and to special voting requirements, if any, stated elsewhere in this **Agreement**. If a quorum of the **Board** is not present, the **Executive Committee** may act in the **Board's** stead if a quorum of the **Executive Committee** is present, except as to those actions listed in the Bylaws as requiring action of the full **Board**.

ARTICLE 7

ACCOUNTS AND RECORDS

- (a) Annual Budget. The **Authority** shall annually adopt an operating budget which shall include a separate budget for each **Program** under development or adopted and implemented by the **Authority**.

- (b) Funds and Accounts. The **Authority** shall establish and maintain such funds and accounts as may be required by Generally Accepted Accounting Principles, or by any provision of law or any resolution of the **Authority**. Books and records of the **Authority** shall be open to inspection at all reasonable times by authorized representatives of **Members**. Additionally, the **Authority** shall adhere to the standard of strict accountability for funds set forth in **Government Code** Section 6505.
- (c) Annual Audit. Pursuant to **Government Code** Section 6505, the **Authority** shall either make or contract with a certified public accountant to make an annual **Fiscal Year** audit of all accounts and records of the **Authority**, conforming in all respects with the requirements of that section. By unanimous request of the Board, the audit may be biennial as permitted by **Government Code** section 6505, subdivision (f). A report of the audit shall be filed as a public record with each of the **Members** and also with the county auditor of the county where the home office of the **Authority** is located and shall be sent to any public agency or person in California that submits a written request to the **Authority**. The report shall be filed within twelve months of the end of the **Fiscal Year** or years under examination. Costs of the audit shall be considered a general expense of the **Authority**.

ARTICLE 8

RESPONSIBILITIES FOR FUNDS AND PROPERTY

The Treasurer of the **Board** shall have the custody of and disburse the **Authority's** funds. He or she may delegate disbursing authority to such persons as may be authorized by the **Board** of Directors to perform that function consistent with **Government Code** Section 6505.6, subject to the requirements of (b) below.

Pursuant to **Government Code** Section 6505.5, the Treasurer of the **Board** shall:

- (a) Receive and acknowledge receipt for all funds of the **Authority** and place them in the treasury so designated by the Treasurer of the **Board** to the credit of the **Authority**.
- (b) Be responsible upon his or her official bond for the safekeeping and disbursements of all **Authority** funds so held by him or her.
- (c) Be responsible for oversight of payment, when due, out of money of the **Authority** so held, all sums payable by the **Authority**. The **Board** of Directors may delegate authority to anybody or person to make such payments from **Authority** funds.
- (d) Verify and report in writing to the **Authority** and to **Members**, as of the first day of each quarter of the **Fiscal Year**, the amount of money then held for the **Authority**, the amount of receipts since the last report, and the amount paid out since the last report.

Pursuant to **Government Code** Section 6505.1, the **Authority** shall designate the public office or officers or person(s) who shall have charge of, handle, and have access to the property of the **Authority** and shall require such officer(s) or person(s) to file an official bond in amount fixed by the contracting parties.

ARTICLE 9 WITHDRAWAL

- a) A **Member** may withdraw as a party to this **Agreement** upon written notice no later than December 31 of the **Fiscal Year**, effective the end of the **Fiscal Year**, to the **Authority** if it has never become a participant in any **Program** or if it has previously withdrawn from all **Programs** in which it was a participant.
- b) A **Member** Withdrawal from **Programs** will be defined in the specific **Program** Bylaws.

ARTICLE 10

EXPULSION

Notwithstanding the provisions of Article 8, the **Board** of Directors may:

- (a) Expel any **Member** from this **Agreement** and membership in the **Authority**, on a two-thirds (2/3) vote of the **Board Members** present and voting. Such action shall have the effect of terminating the **Member's** participation in all **Programs** of the **Authority** as of the date that its membership is terminated.
- (b) Expel any **Member** from participation in a **Program** of the **Authority**, without expelling the **Member** from the **Authority** or participation in other **Programs**, on a majority vote of the **Board Members** present and voting who represent participants in the **Program**.

The **Board** shall give sixty (60) days advance written notice of the effective date for any expulsion under the foregoing provisions. Upon such effective date, the **Member** shall be treated the same as if it had voluntarily withdrawn from this **Agreement**, or from the **Program**, as the case may be.

ARTICLE 11

EFFECT OF WITHDRAWAL OR EXPULSION

Except as provided below, a **Member** who withdraws or is expelled from this **Agreement** and membership in the **Authority**, or from any **Program** of the **Authority**, shall not be entitled to the return of any payment to the **Authority**, or of any property contributed to the **Authority**.

A **Member** that has withdrawn from a **Program** pursuant to Article 9 or that has been expelled from a **Program** pursuant to Article 10 shall be obligated for its prorata share of expenses incurred during the **Member's** participation in any **Program**, including any expenses

unavoidably incurred thereafter. The **Authority** will return any contribution made by the **Member** that exceeds the expenses allocated to that **Member**.

In the event of termination of this **Agreement**, a withdrawn or expelled **Member** may share in the distribution of assets of the **Authority** to the extent provided in Article 12.

ARTICLE 12

TERMINATION AND DISTRIBUTION OF ASSETS

A two-thirds vote of the total voting membership of the **Authority**, consisting of **Members**, acting through their governing bodies and the voting **Board Members** from the **Member** public entities, is required to terminate this **Agreement**; provided, however, that this **Agreement** and the **Authority** shall continue to exist after such election for the purpose of disposing of all claims, distributing all assets, and performing all other functions necessary to conclude the affairs of the **Authority**.

Upon termination of this **Agreement** and following disposition of all claims against and obligations of the **Authority**, all remaining assets of the **Authority** in each **Program** shall be distributed among those **Members** who participated in that **Program** in proportion to their cash contributions and property contributed (at market value when contributed). The **Board** of Directors shall determine such distribution within six (6) months after disposal of the last pending claim or other liability covered by the **Program**.

ARTICLE 13

LIABILITY OF BOARD OF DIRECTORS, OFFICER, COMMITTEE MEMBERS AND ADVISORS

The **Members** of the **Board** of Directors, Officers, committee members and advisors to any **Board** or committees of the **Authority** shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this **Agreement**.

They shall not be liable for any mistake of judgment or any other action made, taken or omitted by them in good faith, nor for any action taken or omitted by the agent, employee or independent contractor selected with reasonable care, nor for loss incurred through investment of **Authority** funds, or failure to invest.

No Director, Officer, committee member or advisor to any **Board** member, Officer or committee member shall be responsible for any action taken or omitted by any other Director, Officer, committee member, or advisor to any committee. No Director, Officer, committee member or advisor to any committees shall be required to give a bond or other security to guarantee the faithful performance of their duties pursuant to this **Agreement**.

The funds of the **Authority** shall be used to defend, indemnify and hold harmless the **Authority** and any Director, Officer, committee member or advisor to any committee for their actions taken within the scope of the **Authority**. Nothing herein shall limit the right of the **Authority** to purchase insurance to provide such coverage as is hereinabove set forth.

ARTICLE 14

BYLAWS

The **Board** shall adopt Bylaws consistent with this **Agreement** which shall provide for the administration and management of the **Authority**.

ARTICLE 15

NOTICES

The **Authority** shall address notices, billings and other communications to a **Member** as directed by the **Member**. Each **Member** shall provide the **Authority** with the address to which communications are to be sent. **Members** shall address notices and other communications to the **Authority** to the Executive Director of the **Authority**, at the office address of the **Authority** as set for in the Bylaws.

ARTICLE 16
AMENDMENT

Adoption of any amendment to this **Agreement** requires approval by the **Board**, followed by ratification of the amendment by the governing boards of two-thirds of the **Members**. Such **Agreement** shall become effective upon ratification by governing boards of the requisite number of **Members**.

ARTICLE 17
PROHIBITION AGAINST ASSIGNMENT

No **Member** may assign any right, claim or interest it may have under this **Agreement**, and no creditor, assignee or third party beneficiary of any **Member** shall have any right, claim or title to any part, share, interest, fund, or asset of the **Authority**.

ARTICLE 18
DISPUTE RESOLUTION

When a dispute arises between the **Authority** and the **Member**, the following procedures are to be followed:

- (a) Request for Reconsideration. The **Member** will make a written request to the **Authority** for the appropriate committee to reconsider their position, citing the arguments in favor of the **Member** and any applicable case law that applies. The **Member** can also request a personal presentation to the governing body, if it so desires.

- (b) **Committee Appeal.** The committee responsible for the **Program** having jurisdiction over the decision in question will review the matter and reconsider the **Authority's** position. This committee appeal process is an opportunity for both sides to discuss and substantiate their positions based upon legal arguments and the most complete information available. If the **Member** requesting reconsideration is represented on the committee having jurisdiction, the committee member shall be deemed to have a conflict and shall be excluded from any vote.
- (c) **Executive Committee Appeal.** If the **Member** is not satisfied with the outcome of the committee appeal, the matter will be brought to the **Executive Committee** for reconsideration upon request of the **Member**. If the **Member** requesting reconsideration is represented on the **Executive Committee**, that **Executive Committee** member shall be deemed to have a conflict and shall be excluded from any vote.
- (d) **Arbitration.** If the **Member** is not satisfied with the outcome of the **Executive Committee** appeal, the next step in the appeal process is arbitration. The arbitration, whether binding or non-binding, is to be mutually agreed upon by the parties. The matter will be submitted to a mutually agreed arbitrator or panel of arbitrators for the determination. If binding arbitration is selected, then of course the decision of the arbitrator is final, and both sides agree to abide by the decision of the arbitrator. The cost of arbitration will be shared equally by the involved **Member** and the **Authority**.
- (e) **Litigation.** If, after the following the dispute resolution procedures above either party is not satisfied with the outcome of the non-binding arbitration process, either party may consider litigation as possible means of seeking a remedy to the dispute.

ARTICLE 19

DEFINITIONS

“**Agreement**” shall mean the Joint Powers **Agreement** of the California Mental Health Services **Authority**”

“**Authority**” shall mean the California Mental Health Services **Authority** created by this **Agreement**.

“**Board of Directors**” or “**Board**” shall mean the governing body of the **Authority**.

Authority “**Fiscal Year**” shall mean that period of twelve months which is established by the **Board** of Directors as the **Fiscal Year** of the **Authority**.

“**Government Code**” shall mean the California **Government Code**.

“**Executive Committee**” shall be defined by the bylaws, as to composition, powers, and terms.

“**Joint Powers Act**” shall mean the Joint Exercise of Powers Act, set forth at Article 1, Chapter 5, Division 7, Title 1 (commencing with section 6500) of the **Government Code**.

“**Member**” shall mean any county or city operating a mental health program which, through the membership of its Director of Mental Health as appointed by the governing body (pursuant to Welfare & Institutions Code Section 5751) has executed this **Agreement** and become a **Member** of the **Authority**.

“**Program**” shall mean the mental and/or behavioral health initiatives, but not limited to, that are described in this **Agreement**. The **Board** of Directors or the **Executive Committee** may determine applicable criteria for determining **Member’s** eligibility in any **Program**, as well as establishing **Program** policies and procedures.

ARTICLE 20

AGREEMENT COMPLETE

This **Agreement** constitutes the full and complete **Agreement** of the parties.

Jerry Wengerd Riverside County	Date	Mary Roy Contra Costa County	Date
Janice Melton Madera County	Date	Stephen Kaplan San Mateo County	Date
Michael W. Horn Imperial County	Date	Daniel Nielson El Dorado County	Date
Stacey Cryer Mendocino County	Date	Dr. James A. Waterman Kern County	Date
<i>Jo Robinson</i> 4-3-13 Jo Robinson San Francisco City and County	Date	Margaret Kisliuk Marin County	Date
Alfredo Aguirre San Diego County	Date	Michael Noda Siskiyou County	Date
Barbara LaHaie Humboldt County	Date	Barbara Pierson Lassen County	Date
James Rydingsword Mariposa County	Date	Jaye Vanderhurst Napa County	Date
Alan Yamamoto San Benito County	Date	Rita Austin Tuolumne County	Date
Jesse H. Duff Tri-City Mental Health Center	Date	Gary R. Blatnick Del Norte County	Date
Donnell Ewert Shasta County	Date	Dr. Timothy Durick Tulare County	Date

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[Supporting the City's application for Prop 63 Mental Health Funding.]

Resolution supporting the City's application to the State of California for the Mental Health Services Act (MHSA).

WHEREAS, the Mental Health Services Act was passed by California voters in November 2004, which establishes funding for mental health programs and services; and,

WHEREAS, the State of California's Department of Health has given counties an opportunity to apply for funding from the Mental Health Services Act monies to support local mental health programs and services; and,

WHEREAS, a 40 member Behavior Health Innovations Task Force was convened and held 7 community meetings throughout San Francisco to assist in the prioritizations of services; and,

WHEREAS, the San Francisco Department of Public Health engaged in an extensive outreach process to determine the needs and priorities for mental health funding from the Mental Health Services Act monies; and, now, therefore, be it

RESOLVED, That the Board of Supervisors supports the City's application to the State of California for the Mental Health Services Funding and requests the State's Department of Mental Health to give it due consideration.



City and County of San Francisco

City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4689

Tails
Resolution

File Number: 051553

Date Passed:

Resolution supporting the City's application to the State of California for the Mental Health Services Act (MHSA).

October 11, 2005 Board of Supervisors — ADOPTED


Ayes: 10 - Ammiano, Daly, Dufty, Elsbernd, Ma, Maxwell, McGoldrick,
Mirkarimi, Peskin, Sandoval
Excused: 1 - Alioto-Pier

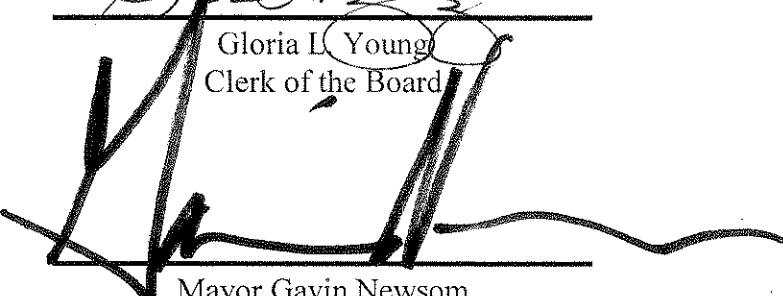
File No. 051553

I hereby certify that the foregoing Resolution was ADOPTED on October 11, 2005 by the Board of Supervisors of the City and County of San Francisco.

OCT 21 2005

Date Approved


Gloria L. Young
Clerk of the Board


Mayor Gavin Newsom

1 [Approval of Mental Health Services Act (MHSA) Agreement and authorization to designate
2 the Director of Community Behavioral Health Services (CBHS) to sign said agreement.]

3 ^{retroactively}
4 **Resolution approving the Mental Health Services Act Contract No. 07-77338-000,**
5 **incorporating Community Program Planning Funds in FY04-05 and Community**
6 **Services and Supports Funds for Fiscal Years 05-08, with the Department of Mental**
7 **Health for \$18,922,386 and authorizing the San Francisco Department of Public Health**
8 **(SFDPH) - CBHS Director to sign said agreement and any and all amendments in the**
9 **future, including increases to add other components of MHSA.**

10 WHEREAS, the Mental Health Services Act Expenditure Plan outlined the programs,
11 services, and activities for three years from Fiscal Year 2005-2008; and,

12 WHEREAS, the Mental Health Services Act Community Services and Supports
13 Expenditure Plan was supported by the Board of Supervisors under Resolution No. 744-05 on
14 October 11, 2005; and,

15 WHEREAS, As a condition of receiving the balance of these funds, DMH requires
16 CBHS to enter into an agreement (the "Agreement"), a copy of which is on file with the Clerk
17 of the Board of Supervisors in File No. 080122, which is hereby declared to be a part of this
18 resolution as if set forth fully herein; and,

19 WHEREAS, the Director of Community Behavioral Health Services is designated to
20 sign this Agreement and any and all amendments in the future including increases to add
21 other components of MHSA on behalf of the SFDPH; and

22 WHEREAS, the Department of Mental Health agrees to pay 75 percent of the approved
23 plan amount upon approval of this agreement, with the remaining 25 percent to be released
24 upon submission of required reports detailed in the contract; and,
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NOW, therefore, be it

RESOLVED, That SFDPH is hereby ^{retroactively} authorized to enter into a contract agreement in the amount of up to \$18,922,386 with DMH; and, be it

FURTHER RESOLVED, That the Board of Supervisors hereby designates the Director of CBHS to sign said agreement on behalf of SFPH; and, be it

FURTHER RESOLVED, That the Director of CBHS is designated to sign any and all amendments to this agreement including increases to add other components of MHSA

RECOMMENDED:



Mitchell Katz, M.D.
Director of Health



City and County of San Francisco

City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4689

Tails

Resolution

File Number: 080122

Date Passed:

Resolution retroactively approving the Mental Health Services Act Contract No. 07-77338-000, incorporating Community Program Planning Funds in FY04-05 and Community Services and Supports Funds for Fiscal Years 05-08, with the Department of Mental Health for \$18,922,386 and authorizing the San Francisco Department of Public Health (SFDPH) - CBHS Director to sign said agreement and any and all amendments in the future, including increases to add other components of MHSA.

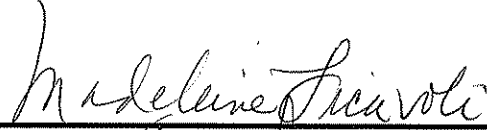
February 26, 2008 Board of Supervisors — ADOPTED

Ayes: 10 - Alioto-Pier, Ammiano, Chu, Daly, Elsbernd, Maxwell, McGoldrick,
Mirkarimi, Peskin, Sandoval

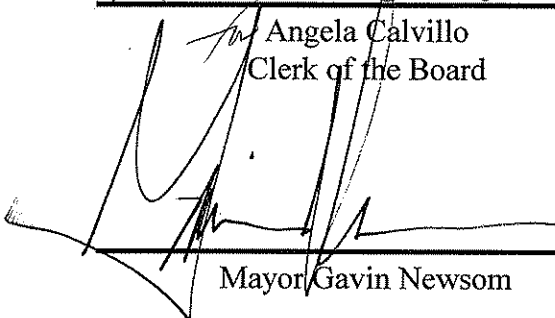
Excused: 1 - Dufty

File No. 080122

I hereby certify that the foregoing Resolution was ADOPTED on February 26, 2008 by the Board of Supervisors of the City and County of San Francisco.



for Angela Calvillo
Clerk of the Board



Mayor Gavin Newsom

2-29-08

Date Approved



City and County of San Francisco
London N. Breed, Mayor

San Francisco Department of Public Health

Grant Colfax, MD
Director of Health

January 29, 2024

Angela Calvillo, Clerk of the Board
Board of Supervisors
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102-4689

Dear Ms. Calvillo:

Please find attached a proposed resolution for Board of Supervisors approval to continue to participate in CalMHSA programs under a JPA; and authorizing SFDPH to execute JPA participation agreements without further Board approval.

The following is a list of accompanying documents:

- Proposed Resolution
- 2013 CalMHSA JPA Agreement
- 2005 Leg Final Reso No. 744-05
- 2008 Leg Final Reso No. 90-08
- 2010 CalMHSA JPA Agreement

For questions on this matter, please contact me at (628) 271-6178, reanna.albert@sfdph.org.

Thank you for your time and consideration.

Sincerely,

Reanna Albert

Reanna Albert
Senior Contracts Analyst
Office of Contracts Management and Compliance
DPH Business Office

cc: Dr. Grant Colfax, Director of Health
Greg Wagner, Chief Operating Officer
Michelle Ruggels, Director, DPH Business Office

The mission of the San Francisco Department of Public Health is to protect and promote the health of all San Franciscans.

We shall ~ Assess and research the health of the community ~ Develop and enforce health policy ~ Prevent disease and injury ~

~ Educate the public and train health care providers ~ Provide quality, comprehensive, culturally-proficient health services ~ Ensure equal access to all ~

reanna.albert@sfdph.org – office 621-271-6178 – fax 415 252-3088

1380 Howard Street, Room 419D, San Francisco, CA 94103

From: [Albert, Reanna \(DPH\)](#)
To: [Calvillo, Angela \(BOS\)](#); [BOS Legislation, \(BOS\)](#)
Cc: [Colfax, Grant \(DPH\)](#); [Wagner, Greg \(DPH\)](#); [Ruggels, Michelle \(DPH\)](#); [Longhitano, Robert \(DPH\)](#); [Validzic, Ana \(DPH\)](#); [Neukrug, Sarah \(DPH\)](#); [Rankin-Williams, Amy \(DPH\)](#); [Goodwin, Dean \(DPH\)](#); [Hiramoto, Kelly \(DPH\)](#)
Subject: Proposed Resolution - CalMHSA programs under a JPA
Date: Monday, January 29, 2024 11:50:46 AM
Attachments: [0. CalMHSA JPA DPH Cover Letter.pdf](#)
[1. SFDPH CalMHSA JPA Proposed Resolution.docx](#)
[1. SFDPH CalMHSA JPA Proposed Resolution.pdf](#)
[2. 2013 CalMHSA JPA Agreement-SF FINAL EXECUTED.pdf](#)
[3. 2005 Leg Final Reso No. 744-05.pdf](#)
[4. 2008 Leg Final Reso No. 90-08.pdf](#)
[5. 2010 CalMHSA-JPA-Agreement.pdf](#)

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Office of Contracts Management and Compliance
DPH Business Office